master was warranted in treating him as a pupil when he appeared at the schoolhouse window after the noon recess attracting the attention of the children, and in chastising him upon his refusal to leave the grounds or come into the school.*

Statute of Limitations—Acknowledgment to Take Case Out of Statute—Promise to "Fix It Up All Right."—Eyre *v.* McFarlane. Full Court. May 11, 1910. A promise to "fix it up all right" in a week or two, in a letter written by the debtor in reply to a written demand for payment of the debt, is a sufficient acknowledgment to take the case out of the statute of limitations and start it running anew. Edmonds *v.* Goater, 21 L. J. Ch. N. S. 290, and Collis *v.* Stack, 1 H. & N. 605, followed.

But a promise to pay the debt as soon as the debtor could get the money is conditional only and, without evidence that the debtor had got the money, would not be a sufficient acknowledgment to prevent the statute running.—Canada Law Journal.

It is not necessary that the acknowledgment for an indebtedness, so as to prevent or repel the bar of the statute of limitations, should be in precise or set terms. Hence it is unnecessary to use the words "acknowledge" or "promise." Brewer *v.* Brewer, 6 Ga. 587; Harris *v.*

---

*It is the duty of the teacher to enforce the rules and regulations adopted by the school directors for the government of the school, and to maintain discipline in the school. And in order to maintain discipline or to compel obedience to any lawful regulation, the teacher may inflict corporal punishment upon a pupil, since the teacher for the time being stands, to some extent at least, in loco parentis, and has such a portion of the powers of the parent delegated to him, namely, that of restraint and correction, as may be necessary to answer the purpose for which he is employed. 25 Encyc. Law (2d. Ed.), p. 24.

If the teacher inflicts punishment wantonly or to gratify malice, he will be liable. 25 Encyc. Law (2d Ed.), p. 25.

In some of the cases it is held that the teacher must exercise judgment and discretion, and in every instance be governed as to the severity of the punishment by the nature of the offence, and the age, size, and endurance of the pupil, and that he will be liable if he inflicts punishment which in the judgment of a reasonable man is clearly excessive or immoderate, regardless of whether his motive was malicious or not. On the other hand, it is held that for an error in judgment, although the punishment is unnecessarily excessive, if it is not of a nature to cause lasting injury and if the teacher acts in good faith, he is not liable. It is a question for the jury upon the facts of the case whether or not punishment was excessive. 25 Encyc. Law (2d Ed.), p. 25.

But in State *v.* Mizner, 50 Iowa 145, 32 Am. Rep. 128, it was said: "Any punishment with a rod which leaves marks or welts on the person of the pupil for two months afterward, or much less time, is immoderate and excessive, and the court would have been justified in so instructing the jury." 25 Encyc. Law (2d Ed.), p. 25.

Freytag, 59 Neb. 359, 80 N. W. 1039; Rolfe *v.* Pilloud, 16 Neb. 21, 19 N. W. 615.

The indorsement on a note, "This is to certify that I renew the within note this 30th April, 1882," signed by the maker, is sufficient to take the note out of the bar of the statute of limitations. McKay *v.* Overton, 65 Tex. 82.

It is sufficient if it be clear that the party making it meant to be understood that he owed the debt. Dinsmore *v.* Dinsmore, 21 Me. 433.

Accordingly it is held that direct proof of an acknowledgment is not required. It may be inferred from facts without words, Whitney *v.* Bigelow, 21 Mass. 110; Woodberry *v.* Woodberry, 47 N. H. 11, 90 Am. Dec. 555; because the whole theory upon which acknowledgments or admissions are allowed to affect the statute is that they imply a promise. Lee *v.* Wilmot, L. R. 1 Exch. 364; Kirk *v.* Williams, 24 Fed. Rep. 437; Lord *v.* Shaler, 3 Conn. 131; Black *v.* Reybold, 3 Harr. (Del.) 528; Burton *v.* Wharton, 4 Harr. (Del.) 296; Bulloch *v.* Smith, 15 Ga. 395; Keener *v.* Crull, 19 Ill. 189; Hardy *v.* Hardy, 79 Md. 9; Knight *v.* House, 29 Md. 194, 96 Am. Dec. 515; Elliott *v.* Leake, 5 Mo. 208, 32 Am. Dec. 314; Shaeffer *v.* Hoffman, 113 Pa. St. 1; Lee *v.* Polk, 4 McCord L. (S. Car.) 215; Lee *v.* Perry, 3 McCord L. (S. Car.) 552, 15 Am. Dec. 650; Burden *v.* McElhenny, 2 Nott & M. (S. Car.) 60, 10 Am. Dec. 570; Harwell *v.* McCullock, 2 Overt. (Tenn.) 275.

Moreover the acknowledgment relied on must be unqualified, clear and unequivocal. Aldrete *v.* Demitt, 32 Tex. 575; Morrell *v.* Frith, 3 M. & W. 403; Poynder *v.* Bluck, 5 Dowl. P. C. 570; Ayres *v.* Richards, 12 Ill. 146; Stockett *v.* Sasscer, 8 Md. 374; Mumford *v.* Freeman, 8 Metc. (Mass.) 432; Bangs *v.* Hall, 2 Pick. (Mass.) 368; Wakeman *v.* Sherman, 9 N. Y. 88; Bradley *v.* Field, 3 Wend. (N. Y.) 272; Allen *v.* Webster, 15 Wend. (N. Y.) 284; Yost *v.* Grim, 116 Pa. St. 527; Shaeffer *v.* Hoffman, 113 Pa. St. 1; Webster *v.* Newbold, 41 Pa. St. 482; Eckert *v.* Wilson, 12 S. & R. (Pa.) 393; Lowry *v.* Dubose, 2 Bailey (S. Car.) 425; Switzer *v.* Noffinger, 82 Va. 518; Stansbury *v.* Stansbury, 20 W. Va. 23.

Accordingly it is held that an agreement that certain property shall be applied to the payment of the indebtedness is not sufficient. Shepherd *v.* Thompson, 122 U. S. 231, citing Routledge *v.* Ramsay, 8 Ad. & El. 221; Howcutt *v.* Bonser, 3 Exch. 491; Cawley *v.* Furnell, 12 C. B. 291; Everett *v.* Robertson, 1 El. & El. 16.

A letter or memorandum unsigned and undelivered by the debtor is insufficient. Abercrombie *v.* Butts, 72 Ga. 74, 53 Am. Rep. 832; Collins *v.* Bane, 34 Iowa 385.

Thus, an undelivered duebill found among the supposed debtor's papers after his death is not a sufficient acknowledgment to bar the statute of limitation. Cann *v.* Cann, 40 W. Va. 138, 20 S. E. 910.